

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

SOUTHWEST SECURITIES, INC.,	§	
	§	
Plaintiff,	§	
	§	
v.	§	3:07-CV-762-M
	§	
VIRGEL L. SMITH,	§	
	§	
Defendant.	§	

**MEMORANDUM OPINION AND ORDER**

Before the Court is Plaintiff's Application and Motion to Confirm Arbitration Award. Plaintiff attaches to its Motion a copy of the March 16, 2007, arbitration award entered by a three-person arbitration panel of the National Association of Securities Dealers ("NASD") in Dallas County. Defendant objects to this Court's confirming the award as "premature and unfair," since the arbitration panel severed Defendant's counterclaim from the matter before it and ordered that a new NASD matter be opened for the counterclaim.

The Federal Arbitration Act provides for confirmation of an arbitration award:

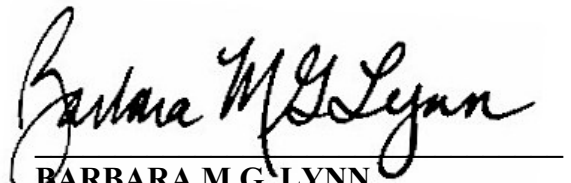
If the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title. If no court is specified in the agreement of the parties, then such application may be made to the United States court in and for the district within which such award was made.

9 U.S.C. § 9. In their NASD Arbitration Uniform Submission Agreement, the parties agreed to "submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment." Since Defendant has not shown that the award should be vacated, modified, or

corrected for any of the reasons set forth in 9 U.S.C. §§ 10, 11, the Court must grant Plaintiff's Motion. The Court concludes that confirmation of the arbitration award pursuant to 9 U.S.C. § 9 is warranted and **GRANTS** Plaintiff's Motion. Neither this Memorandum Opinion nor the Judgment on it relates to the outcome of the separate arbitration of Defendant's claims against Plaintiff.

**SO ORDERED.**

**DATED:** July 10, 2007.

  
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**BARBARA M.G. LYNN**  
**UNITED STATES DISTRICT JUDGE**  
**NORTHERN DISTRICT OF TEXAS**